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C O N F I D E N T I A L SECTION 01 OF 05 STATE 060382

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E.O. 12958: DECL: 06/11/2019  
TAGS: [MARR](#) [PREL](#) [AF](#) [RS](#) [US](#)  
SUBJECT: RESPONSE TO RUSSIA'S DRAFT AFGHANISTAN TRANSIT  
AGREEMENT

REF: MOSCOW 1487

Classified By: Ambassador Stephen D. Mull, reasons 1.4(b) and (d).

¶1. (C) On June 10, Amb. Mull, from the Office of the Undersecretary for Arms Control & International Security, provided Russian MFA North America Director Igor Neverov with the USG response to the draft agreement Russia had provided on May 27 (reftel). The text of the USG response is in paragraph 3. A Microsoft Word version showing tracked changes has been sent via email on the unclassified network to Embassy Moscow.

¶2. (C) Amb. Mull reviewed the major changes proposed by the USG, including the issues of fees for state flights, mandatory landings for transiting aircraft, inspections of U.S. flights, and a possible cap on the number of state flights. Neverov said that he would circulate the text to the appropriate officers in the MFA and Russian interagency, and would be prepared to negotiate the differences between the U.S. and Russian proposals with Amb. Mull in Moscow next week.

TEXT OF THE USG PROPOSAL

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¶3. (C) The text of the USG proposal that had been cleared with the Department of Defense, the NSC staff, and appropriate offices in the State Department is below.

BEGIN DRAFT TEXT OF AGREEMENT

Title: Agreement between the Government of the Russian Federation and the Government of the United States of America on the Transit of Military Property and Personnel through the Territory of the Russian Federation in Connection with the Participation of the Armed Forces of the United States of America in Efforts for the Stabilization and Reconstruction of the Islamic Republic of Afghanistan

The Government of the Russian Federation (the Russian Party) and the Government of the United States of America (the U.S. Party), hereinafter collectively referred to as the Parties,

Guided by the provisions of Resolutions 1368 (2001), 1373 (2001), 1386 (2001), and 1444 (2002) of the United Nations Security Council,

For purposes of promoting international efforts in the Islamic Republic of Afghanistan,

Have agreed as follows:

## Article 1

1. This Agreement defines the procedure for the transit of armaments, military equipment, military property, and personnel by the U.S. Party through the territory of the Russian Federation for purposes of supporting international efforts in the Islamic Republic of Afghanistan.

2. For purposes of this Agreement the terms used herein shall mean the following:

a) "armaments, military equipment, and military property" - munitions of war and implements of war, as well as other special equipment and other shipments for equipping the armed forces, spare parts, devices and their component parts, systems to support the daily activities of armed forces personnel, collective and individual protective gear against weapons of mass destruction, prophylaxes and treatments against the effects of weapons of mass destruction, logistical support, (special logistics equipment), (U.S. requests clarification on what Russia means by "special logistics equipment"), military uniforms and accessories;

b) "transit" - the movement by air of armaments, military equipment, military property and personnel through the territory of the Russian Federation by aircraft,

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beginning and ending outside the territory of the Russian Federation;

c) "overflight" - the movement of aircraft through the territorial airspace of the Russian Federation along routes provided by the competent Russian authorities, which begins and ends outside the territory of the Russian Federation;

d) "aircraft" - U.S. state (including military) aircraft and aircraft chartered by the U.S. Party;

(definitions no longer used in this agreement have been deleted.)

## Article 2

1. Aircraft moving armaments, military equipment, military property, and personnel may transit without making an intermediate stop on the territory of the Russian Federation.

2. Transits shall take place under the general authorization issued by the Russian competent authorities. The U.S. Party shall provide notice of such transits to the Russian Party in accordance with paragraph 5 of this Article.

3. The U.S. Party shall request, in writing, a general authorization from the competent Russian authorities. The competent Russian authorities shall issue the general authorization within one month of receiving the U.S. Party's request.

4. The general authorization issued by the Russian competent authorities shall permit transit of armaments, military equipment, military property, and personnel for a time period of twelve months. This authorization shall be extended for additional twelve month periods if the flight conditions (U.S. requests clarification on what is meant by "flight conditions") have not changed. The general authorization is automatically cancelled if this Agreement is terminated. The number of aircraft chartered by the U.S. Party making such transits is not limited. The number of U.S. state (including military) aircraft making such transits shall not exceed (number to be agreed upon) U.S. state (including military) aircraft during the initial twelve months of general authorization, and in each subsequent twelve-month period of general authorization.

15. The U.S. Party shall notify the Russian Party through diplomatic channels no later than 48 hours before each planned transit under this Agreement. In this regard the following information shall be indicated:

- a) country in which the aircraft is registered;
- b) type of aircraft and maximum take-off weight (MTOW);
- c) call sign;
- d) flight number, if assigned;
- e) if known, the name and grade of the aircraft commander, and the number of crew members;
- f) the presence of passengers on board the aircraft;
- g) general description of contents of the shipment; and
- h) route of the aircraft and overflight time;

16. At the request of the Russian Party for purposes of inspection, the U.S. Party shall provide to the Russian Party, through diplomatic channels, a copy of the cargo manifest and the number of personnel on the aircraft.

17. The Russian Party has the right to refuse transit notified by the U.S. Party under this Agreement if it has been established that the movement of the shipment and personnel does not comply with the objectives of this Agreement, or may present a threat to the national security of the Russian Federation.

18. The Russian Party has the right to cancel a transit notified by the U.S. Party under this Agreement if the transit conditions are violated by the U.S. Party.. If the transit is cancelled, the U.S. Party shall, at its own expense, ensure the return of the armaments, military equipment, military property and personnel for which the transit authorization was cancelled which were located within the territory of the Russian Federation at the time of cancellation, to a location outside the territory of the Russian Federation.

### Article 3

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11. The personnel on aircraft transiting the territory of the Russian Federation under this Agreement may transit without a visa on a traveling passport, or, as appropriate, with military orders or identification card without visa or a traveling passport.

12. The aircraft transiting the territory of the Russian Federation under this Agreement shall transit the territory of the Russian Federation as quickly as possible. In the event of an intermediate landing, the Parties shall coordinate on all issues associated with supporting the stay of personnel in the territory of the Russian Federation.

### Article 4

11. Personnel transiting the territory of the Russian Federation under this Agreement shall respect the laws of the Russian Federation while in the territory of the Russian Federation. The U.S. Party shall inform its personnel transiting the territory of the Russian Federation under this Agreement of the need to respect the laws of the Russian Federation.

12. While in the territory of the Russian Federation, personnel may not leave the aircraft with weapons on their person without the permission of the competent Russian authorities.

13. While in the territory of the Russian Federation, military personnel may wear their military uniforms.

14. In case of an unscheduled intermediate landing, and upon request by the aircraft commander, competent Russian authorities shall authorize the provision of basic health and

comfort services to the passengers and crew on the aircraft on a reimbursable basis.

#### Article 5

¶1. Russian Federation jurisdiction shall apply to the U.S. personnel during their stay within the territory of the Russian Federation, except for cases specified in paragraph 2 of this Article.

¶2. The jurisdiction of the Russian Federation shall not apply to the U.S. personnel during their stay within the territory of the Russian Federation in connection with this Agreement:

- a) if the U.S. personnel commit crimes or offenses that harm the safety or damage the property of the U.S. Party, another member of the U.S. personnel, or his property;
- b) if the U.S. personnel commit crimes or offenses in the performance of their official duties.

#### Article 6

¶1. The U.S. Party agrees that, during transit under this Agreement of armaments, military equipment, military property and personnel, it will respect the laws of the Russian Federation pertaining to border and customs control.

¶2. If an aircraft makes an intermediate stop in the territory of the Russian Federation, the documentation pertaining to armaments, military equipment, military property, and personnel may only be inspected for purposes of border and customs control. Documents and information needed to perform border and customs control may only be requested and checked if the border and customs authorities of the Russian Federation have reason to believe that the specified property is not, in fact, the property for which transit had been authorized. In such cases, the U.S. Party shall provide a manifest of the cargo and number of personnel on board the aircraft, if not previously provided. In the event the border and customs authorities of the Russian Federation request to inspect the cargo or personnel physically, the U.S. Party shall either unload the cargo and/or personnel for inspection outside the aircraft or shall, alternatively, elect to have the aircraft depart Russian Federation territory and return to the aircraft's point of origin prior to entering Russian Federation territory.

¶3. Armaments, military equipment, military property, and personnel shall be allowed to cross the national border of the Russian Federation free of customs duties, taxes and other similar fees.

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#### Article 7

In cases of aircraft conditions impairing safety of flight and requiring immediate landing or grounding of aircraft, the Russian Party shall allow U.S. personnel and equipment access to the aircraft for purposes of effecting repairs. Such U.S. personnel shall depart the territory of the Russian Federation immediately following the completion of repairs.

#### Article 8

While in Russian Federation territorial airspace, flights shall be carried out pursuant to the rules established by the International Civil Aviation Organization (ICAO) and Russian Federation flight rules.

#### Article 9

¶1. The U.S. Party shall pay for landing fees for U.S. state (including military) aircraft at commercial airports in the territory of the Russian Federation. The U.S. Party and

contractors of civil aircraft chartered by the U.S. Party shall each pay for fuel, ground handling, and other airport services requested and received at airports in the territory of the Russian Federation. Services provided to U.S. state (including military) aircraft shall be billed at rates no less favorable than those paid by the Armed Forces of the Russian Federation.

¶2. In support of international efforts in the Islamic Republic of Afghanistan, the Russian Party agrees to bear any loss of revenue associated with facilitating movement of U.S. state (including military) aircraft, which shall be free from customs inspections, customs charges, navigation charges, fees for landing and parking at airports owned by the Russian Party, and any similar fees or charges assessed by the Russian Party or competent Russian authorities and entities.

¶3. Civil aircraft chartered by the U.S. Party shall be subject to customs inspections fees, customs charges, landing and parking fees, navigation charges, and any other charges by the Russian Party or competent Russian authorities to the same extent other civil aircraft are subject to such fees under Russian Federation laws and regulations.

#### Article 10

Information obtained by one Party regarding overflight or transit may not be transmitted to a third Party without the written authorization of the other Party.

#### Article 11

The Parties waive any and all claims, other than contractual claims, against each other for damage to, loss, or destruction of property owned by a Party, or death or injury to any military or civilian personnel of either Party, arising out of activities under this Agreement. Claims by third parties arising out of the acts or omissions of any U.S. personnel may, at the discretion of the U.S. Party, be dealt with and settled by the U.S. Party in accordance with U.S. law. The U.S. Party shall ensure that operators of civil aircraft chartered by the U.S. Party have sufficient insurance coverage to pay claims that may arise from their operations in the territory of the Russian Federation.

#### Article 12

Disputes regarding the application and interpretation of this Agreement shall be resolved through consultations and negotiations between the Parties.

#### Article 13

The activities of the U.S. Party under this Agreement are subject to the availability of appropriated funds.

#### Article 14

¶1. This Agreement shall enter into force on the date of the written notification to the United States of America that the Russian Federation has fulfilled its necessary internal governmental procedures for the entry into force of the Agreement.

¶2. This Agreement shall apply provisionally from the  
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date of its signature.

¶3. This Agreement shall have a duration of one year from its entry into force per paragraph 1 of this Article. It shall be automatically extended for subsequent one-year periods unless either Party notifies the other Party in writing through diplomatic channels of its intention not to extend it. Either Party may terminate this Agreement at any time after notifying the other Party to that effect through

diplomatic channels. In that case this Agreement shall be terminated thirty (30) days from the date of the relevant notification.

Done at Moscow on July XX, 2009 in two copies, each in the Russian and the English languages, both texts being equally authentic.

//Signature blocks//

END DRAFT TEXT OF AGREEMENT

POINT OF CONTACT

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14. (U) Please contact Daniel Wartko in PM/RSAT at (202) 647-6391 or via email at WartkoDJ@state.sgov.gov for further background information.  
CLINTON